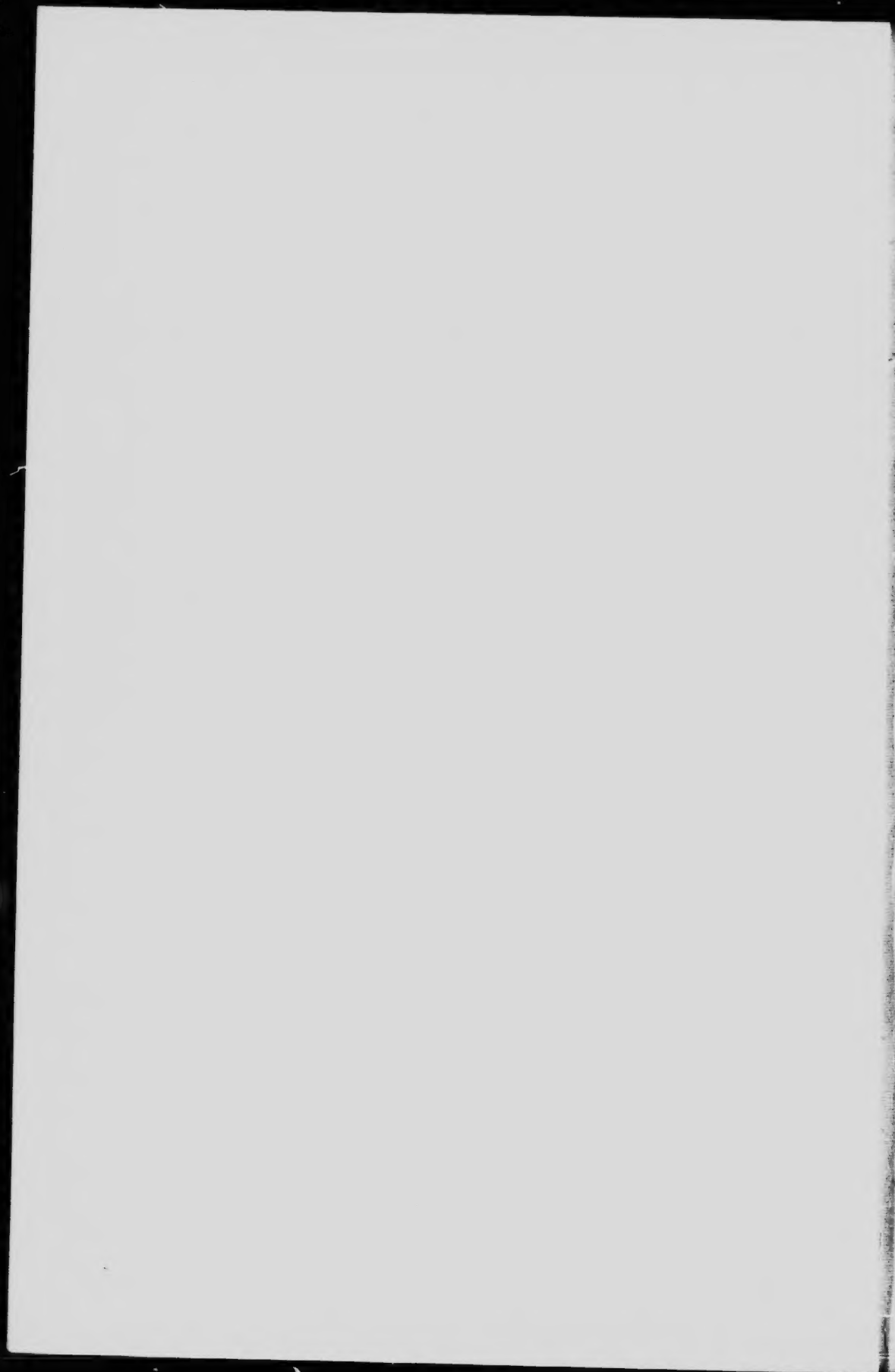




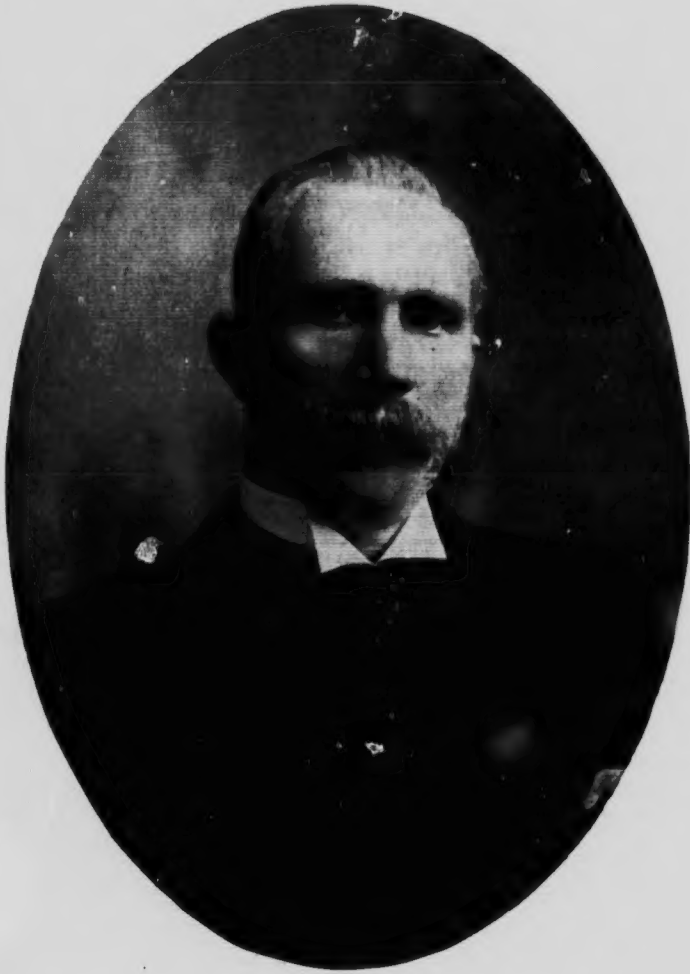
A Chapter of the
Municipal History
of Ottawa



1906

Museum Collection
Apr. 1915

0 997612



W. G. BLACK
CANDIDATE FOR THE MAYORALITY
1907

Thurley

TO THE ELECTORS OF THE CITY OF OTTAWA.

Ladies and Gentlemen:

After several years service as Alderman, I have decided to become a candidate for the more responsible position of Mayor. My views on civic questions and the duty of civic representatives are I think sufficiently well known to the people of Ottawa to require but little elaboration here.

Reduced taxation can only be effected by reduced expenditure and that this can be brought about without impairing the efficiency of the work of the Corporation is evident to any close observer of Municipal affairs. To reduce the rate of taxation and increase the assessment brings no relief to the taxpayer, who twice a year brings tribute to the City Hall.

Careful administration, no favors to any and strict economy are the only means by which the contributions of Citizens to our tax counter can be effectively reduced. I have little respect for the civic reformer who claims to have reduced your taxation and at the same time demands an increased yearly contribution.

Ottawa is a beautiful, growing and prosperous City and must be administered with due regard to its social position and progressive business interests.

Intelligent economy does not mean impaired or inefficient municipal service. I am thoroughly opposed

to the practice so prevalent among politicians of popularizing themselves by contributions, legal or otherwise, made at the public expense. No illegal expenditures or overdrafts, no money paid without service rendered are two principles of my municipal belief.

My work in connection with the acquisition of the Consumers Co. as a municipal property expresses more strongly than words possibly can, my firm and unchangeable belief in municipal ownership.

The Dominion government should contribute more than it at present does to the civic treasury—they will if I can make or induce them to do so.

A new ward in centre town, fewer aldermen and a longer term of office are desirable improvements in our civic government that have had, and will continue to have my active support.

If you in your wisdom elect me as your representative in the Mayor's chair for the year 1907, I will look upon the work of the office as my first duty and give it freely of my time and whatever energy and ability I may be possessed of. I will consider the civic treasury as a trust fund to be administered with the most scrupulous care and economy.

Wishing you all the compliments of the season.

Respectfully yours,

W. G. BLACK.

Thurley

0 990312

TO THE CITIZENS OF OTTAWA:

In the following pages I have endeavoured to place before the fair-minded Citizens of Ottawa certain established facts in connection with a chapter of civic history, which has been persistently misrepresented by the *Evening Journal* and certain civic authorities.

The first attempt at a practical solution of the electric lighting question was made when I moved my motion in Council to acquire the plant of the Consumers Electric Company as municipal property. Numerous claims for the credit of solving the electric question have been made, but, when all is done and said, the fact remains that I was the first to assume the responsibility, and, I may say, from many quarters, the odium of introducing the matter to the Council and the citizens of Ottawa generally. This involved my assuming all the responsibility should the scheme prove a failure and from that time on whoever may be entitled to the credit for the ultimate acquisition of the plant, at all events I had the grim satisfaction of having to bear the premier part of the criticism.

The proposal was subjected to the bitterest opposition from several influential quarters. The citizens of Ottawa will recall the violent opposition given it by the *Free Press* under its old management the Board of Trade manifesto signed by prominent business people and the argumentative and courteous letters of Hon. Mr. Bronson and other friends of the Electric Company, who, for obvious reasons, opposed the principle of the City owning a municipal plant for the purpose of supplying light to its citizens.

We were, however, promised the support of the *Evening Journal* by its editor, Mr. P. D. Ross, but a few days previous to the plebiscite, when the time was, in my judgment, opportune for the *Journal* to editorially deal with the matter, I called on Mr. P. D. Ross, but to my amazement, learned that he had gone away fishing with another gentleman, who, by a strange coincidence, was no other than the solicitor of the Ottawa Electric Company. After some effort, however, I was able to induce the assistant editor, who was acting in Mr. Ross's place, to assume the responsibility, with some coaching, of writing two or three editorials, very much to my relief, for I then felt that the claims of the citizens had been sadly deserted at a very critical time.

In proof of my contention that up to the time the people had pronounced by a very striking majority in favor of the scheme so far as civic representatives are concerned, I had to fight largely alone, I will refer the citizens of Ottawa to the files of the city newspapers for the months of May and June, 1905. They will, I think, search in vain for the name of any other civic representative who stood out in the open to advocate the rights of the ratepayers. I need hardly say that my action then was not a particularly wise thing for a business man and I realized this. I was daily making enemies of some of my life-long friends, and injuring my business in doing what I considered was my sworn duty to the people of Ottawa.

After the citizens of Ottawa expressed by a large majority in favor of the scheme it then became popular and we find many claimants to the honor of having supported the Municipal Electric Plant. I am quite willing to give full credit to all who assisted, and a majority of Council certainly had approved of my proposal on several occasions when there may have been inducements for them to do the contrary. But some who are now the loudest advocates of municipal ownership could only then be kept in line by considerable effort.

I still continued to push along the transaction up to the morning of July 18th, when the matter was completed by the signing of the documents and the handing over of the money. The Mayor left a few days later for Winnipeg, and, as Chairman of Finance, it was my duty to act in his absence, and I proceeded at once, as any business man would, to get the details of the transaction set in order. And one of the first things that occurred to me was to have an inventory taken of the \$3,000 worth of stock we had bought and paid for, for I felt that the price we paid was so very high that with the monthly office expense roll of some \$250, we would find it required careful and economical management to make the plant pay. But I am afraid such hopes will never be realized, judging from the result of boasted management for the past year. Take one instance; what do we find? A year ago the office expense roll was \$250 per month. At present it has increased to some \$620 per month, and sons and relations of some of the commissioners have lately found comfortable positions in connection with the newly acquired civic plant.

To return to history, however, fancy my surprise on sending the city auditor to check these goods, to be met by the Consumers Company with the statement that as a result of a change in the by-law made by the Mayor, there were no supplies coming to the City of Ottawa, although the city had paid for \$3,000 worth.

Words cannot express my sensations of disgust when I realized that the Mayor of Ottawa in his honorable position as Mayor, had improperly altered a City by-law. The Consumers Company got the alteration made, I found, to enable them to deprive the city of \$3,000 worth of supplies for which the city had paid the full \$3,000 in cash.

Although the Mayor denied this falsification at the time of the exposure, he and his friends have since sought to justify the same on the grounds of expediency—the necessity for completing the transaction then and there. While this is put forward as the Mayor's explanation, or rather the excuse, I cannot understand or find an explanation for his silence. I was at the Consumers office, according to the Mayor's sworn statement, on the morning when the alteration was made and before he had made it, and although I had assisted him throughout the whole transaction, he never even mentioned the matter to me, nor did he consult the City Solicitor or the City Auditor, both of whom had rendered splendid service in connection with the matter and were fully in sympathy with it. Why did he not make us, or some one of us, a party to the change? Or why did he not then or at any time mention it to any of us until I discovered it and demanded an explanation from him. I venture that not more than one out of ten thousand honest men would have done this improper act even as an expedient without taking some one of his colleagues into his confidence. The Mayor has never explained this strange silence.

Now I submit the question to every fair-minded person who reads this article. What was I to do? I was exceedingly anxious to secure the plant. The Mayor was absent from the city. To publicly expose him then was a very critical thing to do. I was afraid it might enable the Ottawa Electric Company to nullify the by-law. To expose the Mayor then meant to alarm the public when they were as powerless as I was to remedy the matter. The Mayor was Mayor of Ottawa, and the exposure would not alter that fact. Nothing that I could do in that regard would do anything but injure the city. I, however, promptly notified Mr. Blackburn, for the Consumers Company, *the very day that I discovered it* that I would be no party to this, and I give you herewith the correspondence that passed between us.

Ottawa, July 27, 1905.

RUSSELL BLACKBURN, ESQ.,

Secretary Treasurer, Consumers Electric Company.

Dear Sir:

RE BY-LAW 2503, SCHEDULE "A"

In printed copy just to-day received, page 253, section 3, I observe some alterations from the form in which this agreement passed the Council, re supplies. On the 5th line of this paragraph the words are inserted "On hand on 30th of April, 1905." This does not appear in the original and was not authorized by council that I am aware of, and as the Mayor and your company were the only parties to the agreement, in his absence I would like to receive some explanation why these words were inserted.

Yours very truly,

W. G. BLACK.

Ottawa, July 28, 1905.

W. G. BLACK, ESQ.,
Ottawa, Ontario.

Dear Sir:

In reply to your letter of the 27th instant, re agreement between the Corporation of the City of Ottawa and this company, I may say that at the time of completing the agreement the question came up as to the payment of supplies purchased since April 30th. While negotiations were going on it was of course necessary for this Company to purchase from time to time supplies necessary for the carrying on of the business and the understanding was that this item was to be adjusted at the time of final taking over of the plant by the city. The words inserted which you refer to were put in by the consent of the Mayor to provide for the proper adjustment of the stock.

We have just had completed a full statement of stock on hand and find there is in actual use at the present time supplies to the value of \$3,219.11 which is \$219.11 in excess of what we were to hand over to the city under the agreement.

I may say that the other supplies are all necessary for the city to have on hand and we would be pleased to have you check it over and advise us if you wish to purchase same, which we will turn over to you at cost.

Yours very truly,

CONSUMERS ELECTRIC COMPANY,

R. Blackburn,
Secretary Treasurer.

Ottawa, August 11, 1905.

RUSSELL, BLACKBURN, ESQ.,

Secretary Consumers Electric Company.

Dear Sir:

I am in receipt of your letter of the 28th ultimo and I have seen the Mayor since his return from Winnipeg.

There is no question that the understanding throughout the negotiations was that we were to take over, at cost price, whatever supplies you might have on hand at the time the deal was consummated.

Any goods used previous to the date of purchase became, as a matter of course, part of the plant, and could no longer under any circumstances be called supplies.

Under the circumstances I must say that unless you are prepared to deliver to the city the \$3,000 worth of supplies for which you have been paid, I cannot be a party to the agreement and will be compelled to submit the matter to council for consideration.

Yours very truly,

W. G. BLACK.

NOTE.—Mr. P. D. Ross knew all about these letters at the time, and yet Mr. P. D. Ross, in the *Evening Journal*, keeps repeating again and again the most unfair and misleading argument, claiming "that by my silence that I was an accomplice of the Mayor's for six months," and asks: "Should such a public representative get credit for good faith?" This was again repeated in the editorial columns of that paper October 1st, and the *Evening Journal* has refused to publish my replies to these attacks over my own signature. Do the citizens of Ottawa think this is a respectable journalism?

I consulted Mr. P. D. Ross the very day I wrote Mr. Blackburn (27th July), and I consulted City Auditor Cluff, the City Solicitor and several other friends, and as a result of my consultations, decided that it was unwise to do anything then further than entering a written protest as above. As Chairman of Finance I was in a position to see all accounts that were passed and paid by the city and would watch and wait for developments that would enable me to frustrate any attempt on the part of the Consumers Company to get payment for any account from us until such time as they would deliver to us the \$3,000 worth of supplies for which we had paid. I knew, as Chairman of Finance, that I would be in a position to do this, but, no account ever reached me as Chairman of Finance or reached the Council or any member of it for the year 1905, and let me here give you a sentence and an answer during the cross-examination of Mayor

Ellis, which shows the very good reason why the account never reached the Finance Committee or the Council and did not afford me the opportunity of publicly exposing the transaction.

Question by Mr. Shepley:—

Were you (Mayor Ellis) alive to the fact that this account was intended to follow up the encroachment that Mr. Osier had talked about or tried to make on you with this amendment?

Answer by Mayor Ellis:—

I thought *some part of it was*: Yes.

I decided to keep a check on this for the balance of his term until the last of December, when I thought all chance of his doing the city any further injury would be ended by his removal from office

I had had up to the time of the discovery of this falsification one other experience with the Mayor, which I had never been able to understand and which he had never been able to explain. I refer to his connection with the Private Bills Committee, when, after explicit instructions from the City Council to oppose the monopolistic measure of the Ottawa Electric Company, he agreed to an amendment which gave them everything they required or wanted.

But when he definitely announced himself as a candidate for the Mayor's chair for another year I realized that it was my duty to place before the public all the facts. That was my reason for making the charge when I did. I charged Mayor Ellis with secretly and privately altering a city by-law without authority, which induced the Consumers Company to deprive the city of \$3,000 worth of goods for which the city had already paid \$3,000. That was my charge against Mayor Ellis, and the public, I am aware, are fully familiar with it. Let me here give in opposite columns the finding of the judges in this case and the denials published by Mayor Ellis, the *Evening Journal* and the City Clerk, when the matter was before the public in December last.

EXTRACTS FROM THE EVENING JOURNAL AND DENIALS PUBLISHED BY MAYOR ELLIS AND HIS FRIENDS LAST DECEMBER.

Evening Journal, Dec. 28.

"ALD. BLACK CHARGES THE MAYOR WITH FALSIFYING A CITY BY-LAW."

THE FOLLOWING EXTRACTS, WITH THE EXCEPTION OF THE LAST ONE GIVEN, ARE ALL TAKEN FROM THE OFFICIAL RECORD OF JUDGE TEETZEL'S DECISION AT THE CONCLUSION OF MAYOR ELLIS' CASE. THE LAST EXTRACT IS JUDGE ANGLIN'S VERDICT.

"Then he (Black) charged the by-law had been falsified—that

BY-LAW NOT CHANGED.

Mayor Ellis says "I made a change *not* in the by-law but in the agreement between the city and the Company *in accordance with this amendment.*"

In support of this claim his Worship read a letter from the City Clerk of yesterday's date.

Dec. 28, 1905.

Mayor Ellis,

Sir:

In answer to your query, I beg to state that by-law No. 2503 authorizing the execution of an agreement between the Consumers Electric Company and the city, and which was finally passed by Council on July 17th last *is the same by-law unchanged*, as was introduced and received a first reading on the 7th of the same month.

I may, however, state that a change was made in the agreement (schedule A to the by-law) *by the authority of Council*, providing that the supplies to be handed over to the city be limited to a value of \$3,000. This was adopted by council on a motion moved by yourself and seconded by Ald. Black, before the final reading of the by-law.

Yours truly,

JOHN HENDERSON,
City Clerk.

The *Journal* reports says:

The reading of this letter caused an outburst of cheering and advice to Ald. Black to withdraw his statements.

"I don't suppose," said his Worship that "Ald. Black will say that Mr. Henderson is trying to deceive you."

it had been altered without authority. I had told you as a matter of law that *the Mayor had no authority to make the alteration*. Were his (Black's) statements substantially true?

(Black) refers to the document in the City Hall as showing a verification of what he says as to the alteration. The production of that here and the other evidence *shows that the alterations were made.*

"It is my duty to tell you as a matter of law that *that schedule is a part of the by-law*. Now I tell you whatever the consequence may be, that as a matter of law the Mayor *had no right to make that alteration in that schedule*. This whole trouble resulted from *that act of the Mayor.*"

"Now I tell you, as a matter of interpretation of these records in the light of what the parties had settled upon in the form of agreement adopted both by the company and by the city, that the legal effect of that resolution, moved by the Mayor, seconded by Ald. Black, authorizing the amendment of the schedule was to so amend it that the city should get only \$3,000 worth of supplies *then on hand or supplies which were available*, together with all the permanent property of the company. There was *nothing* in the original contract settled between the parties—*nothing in the by-law—nothing in the resolution, which said that the supplies to be delivered by the company to the city should be those that were on hand on the 30th day of April*. I tell you as a matter of law *he*

"He then read a letter from Mr. Russell Blackburn, stating that the valuation of the Plant had been that of April 30th, and that this had always been so understood."

The *Journal*, of December 28, 1905, has the following in large black headlines:

"CITY CLERK INDIGNANT AT STATEMENTS MADE BY ALD. BLACK CONCERNING HIM. SAYS HIS CHARGES ARE NOT FOUNDED ON FACT."

The City Clerk feels very indignant over the assertion of Ald. Black that he certified as correct a by-law which had been falsified by the Mayor, the statement, he says, is *absolutely false*.

The Mayor told the truth in his statement of explanation as to what had been done.

Mr. Henderson has, in his possession the original draft of the Consumers By-law, as prepared by the solicitor and as amended according to resolution of council."

(Judge Teetzel Continued)

(the Mayor) did what he had no right to do in his position as Mayor in altering the by-law as he did. If the matter had ended there, and a different course had been taken by the Mayor from that time on in the assertion of what he conceived to be the rights of the city, it is quite possible for you to believe his conduct on that occasion might not have been criticised in the way it has been by the defendant. We find that instead of his acting as Mayor in the way one would expect if his opinion then was as he says it is now, he never took the first step to get possession and have set apart as the property of the city any supplies that the company had then on hand, and there has never been from that day to this, so far as the records and so far as this evidence shows, any steps taken by the city corporation or its officers to appropriate, set apart, select any of the supplies which this company ought to have delivered over under the terms of that agreement. The matter has been allowed to drift, and if the plaintiff here (Mayor Ellis) were a party to the contract instead of the city, his actions from that time on might be with much force urged against him by way of stopping him from now claiming that the agreement was really not as it is contended for by the company; and while he might not perhaps have been expected within the very short time after the signing of this agreement and before his departure for Winnipeg to have taken the steps, which he should

"On Friday, December 28, 1905 the *Journal* reports the meeting in Harmony Hall as follows: (large headlines).

MR. P. D. ROSS SUPPORTS MAYOR ELLIS AND DESTROYS CHARGE MADE AGAINST HIM BY ALD. BLACK.

Mayor Ellis dealt for the most part with Ald. Black's charge. He said there was *nothing in it*.

"THE CITY LOST NOTHING WHATEVER BUT GOT WHAT IT HAD BARGAINED TO GET AND THE CONSUMER COMPANY GOT NO MORE THAN WHAT THE CITY HAD AGREED TO GIVE."

Regarding the charge which Ald. Black made that the Mayor had falsified the by-law, Mayor Ellis stated that the by-law was never changed from the time it was introduced until it was passed.

The *Journal* reports Mr. P. D. Ross at Harmony Hall as follows: "I myself went to the City Hall later to look into this matter and I came to the conclusion that Mayor Ellis *had made no mistake.*"

(Judge Teetzel Continued)

have taken to appropriate and set apart this property, and to carry on this contract. When he comes back his attention is called to the attitude of the company by the defendant, and to that attitude being based upon the alteration made in the agreement. We find that during his absence Mr. Black is taking steps to see that this \$3,000 worth of supplies was set apart and taken over; but when he applies to Mr. Blackburn—and the correspondence is here and has been read to you—Mr. Blackburn, on the 28th of July, just ten days after the the Mayor signed the contract and made this alteration, makes the assertion, and takes the position that there is in actual use at the present time \$3,219 worth of supplies, which is \$219 in excess of what we were to hand over to the city under the agreement. Now you see that attitude of the company taken there; notifying the Chairman of Finance that the interpretation which Mr. Osler, to the mind of the Mayor, was going to put upon the contract was being put upon it by the company's representative, viz., that the city was not going to get any of the \$3,000 worth of supplies. When the Mayor returns this suitation of affairs is pointed out to him by Mr. Black. Does the Mayor then repudiate this attitude taken by the company through Mr. Blackburn? He was asserting that the city was not entitled to \$3,000 worth of supplies. This was made known to the Mayor, as I say, on his return

(Judge Teetzel Continued)

from Winnipeg. Does he take any steps to assert anything different and to have established as a matter of agreement what he says he believed was the effect of the agreement notwithstanding the alteration, viz., that the city should have \$3,000 worth of supplies in addition to what had gone into plant? *He does not.* Does he bring it to the attention of Council? *No; not a tittle of evidence that this adverse attitude was brought before Council.* Then a little later on the company has the courage to send in a bill for \$5,000 for supplies; and the Mayor says, in his evidence here, that a part of that \$5,000, he presumed, had already been put in the plant; that the company was putting in a claim that the \$5,000 satisfied a claim for \$2,000 besides. And he sends it to the auditor, but does not bring it before council—never tells the council at all about the alteration nor brings it to the attention of the legal advisor, and when this account is brought in he does not communicate that to the council, but he allows the matter to drift along, and he tells the auditor the inventory totals so much, and if it is correct *the city will have to pay the balance.* He says in his evidence here that he heard that a large part of that had been put into plant between April and July. So that if he were a private individual instead of the representative of the City of Ottawa, this letter and his action in this matter might be very well urged by the company as an

estoppel against him, preventing him from saying "Notwithstanding that alteration you are still to give us the \$3,000 worth of supplies." But fortunately the law does not recognize as binding upon the corporation of the city the illegal acts of its officers, and so the City of Ottawa cannot be estopped by anything that the Mayor or any other of its officers may have done, which they had no right to do. The citizens of Ottawa must be protected and we cannot be estopped by an unauthorized act or word or deed of our officers. Therefore it is argued on behalf of the defendant with some force, that while as a matter of law the city has not lost \$3,000 and will not lose it as a matter of fact they have not received their rights under that agreement. So as a matter of fact the city has not received this \$3,000 worth of property which it was entitled to receive as such under the contract.

As I was saying, this unfortunate litigation and all the feeling and trouble that has arisen since that time, started with that act of the Mayor. It was not a proper thing to do. I say, it was not his duty to make that alteration.

Then he charged that the by-law had been falsified—that it had been altered without authority. I have told you as a matter of law that the Mayor had no authority to make the alteration.

The following extract is from the *Journal's* leading editorial of December 29, 1905.

"Ald. Black has accused Mayor Ellis of inserting a change in the city by-law without authority of council, which lost the city over \$3,000."

"The Mayor says in reply that he made no alteration in any by-law. A certificate from the city clerk proves the truth of this."

EXTRACT JOURNAL EDITORIAL, OCT. 1st, SUMMING UP JUDGE ANGLIN'S VERDICT.

"WHAT EX-ALD. BLACK CONTENDED FOR AGAINST THE CITY AND THE MAYOR, JUDGE ANGLIN DECLARED TO BE WRONG AND DISMISSED THE ACTION. SUCH IS THE COMPLETION OF THE VINDICATION OF MAYOR ELLIS IN REGARD TO THE PURCHASE OF THE CONSUMERS ELECTRIC COMPANY

JUDGE ANGLIN ON SATURDAY DISPOSED OF THIS LAST DESPERATE ASSAULT OF EX-ALD. BLACK BY DECLARING THAT NOTHING THE MAYOR HAD DONE HAD BEEN INJURIOUS TO THE CIVIC INTEREST, BUT THE REVERSE."

JUDGE ANGLIN'S DECISION IN MY ACTION.

"Let judgment be entered declaring that the alteration of the Contract in the pleadings mentioned by the insertion of the words, 'On hand on the 30th April, 1905' was unauthorized and not binding on the defendants, the Municipal Corporation, and that upon the true construction of said contract the said defendants were entitled to receive from the defendants, the Consumers Company, supplies not in use on the 7th of July, 1905 to the extent of \$3000.00 in value, otherwise dismissing this action, and for judgment of the costs of the plaintiff of this action by the defendants, The Municipal Corporation. No other order as to costs save that any right of the Municipal Corporation to indemnity for costs they are ordered to pay be not concluded by this judgment but left open as against the defendant, Ellis or the Consumers' Electric Company."

(Sgd.) FRANK A. ANGLIN.

September 29, 1906.

This is Judge Anglin's decision on the two important points: (1) The \$3000 worth of supplies I claimed the city were entitled to 7th July, and; (2) the improper alteration of the by-law. These two points were the cause and subject of all this litigation.

The public will see that my case was not dismissed only in so far as the declarations asked for by me were rendered unnecessary, being covered by the decision then given in the Consumers Company's suit against the city. A verdict for the city in that case was beyond question a verdict for me in regard to that \$3000.

My charge and Mayor Ellis' denial and that of his friends was what the public had to decide upon, and it is not surprising that they acted as they did. The public did not have access to the records and my word was denied by at least three responsible parties, namely, Mayor Ellis, City Clerk Henderson and

Editor P. D. Ross. As I stated in my letter of retirement, which I am reproducing here, I said that I could not as much as get a truthful heading in either the *Journal* or the *Citizen* to the accounts of the public meetings then being held.

Editor *Journal*:

As it is apparently impossible for me to get the *Journal* or the *Citizen* to publish even as much as a truthful heading to their articles in connection with my campaign, and as the said papers are endeavouring to create the impression that my charge against Mayor Ellis of having falsified a by-law is actuated by spite, or because I am his opponent, I have decided to retire from this contest, so that the grave charge I have made against Mayor Ellis may be settled, without the public mind being taken away from the real issue by the circumstances I have just mentioned.

I, therefore, hereby retire from the mayoralty contest, and am so notifying the City Clerk to-day. But I shall insist that my charge against Mayor Ellis of having falsified City By-law No. 2503 be proceeded with at once, and settled by some impartial tribunal. I shall expect to hear from Mayor Ellis by noon to-morrow.

My retirement, as above outlined, is conditional on the actual and full reproduction of the above letter.

W. G. BLACK.

Ottawa, Dec. 29, 1905.

The above extracts prove that the contention of the Mayor and his papers had made the matter even more serious than it was before. Up to this time he had been charged with misconduct of a serious character as Mayor of Ottawa. By his action throughout the election he became guilty of misrepresentation in addition to the wrongdoing already mentioned. Our honor was involved and I immediately decided to retire from the contest, asking for and fully expecting that the Mayor would have sufficient sense of honor to at all events, agree to a fair and impartial investigation into the matter. If my charges had been prompted by personal spite I could have remained in the field, and Mayor Ellis would have been defeated; that is perfectly clear. The matter was by this time far too serious to be simply a question of politics. As I have already said our honor was involved. I stated in my letter of retirement that I would insist on a judicial inquiry into the matter. After waiting for the Mayor to take some action I addressed, through my solicitors, a communication to the City Council, asking the Council to have the charges against the Mayor inquired into under oath before the county judge, and one sentence in that letter reads as follows:

"In case it should be alleged that the City may incur large expense in investigation, Mr. Black authorizes us to say that he will pay all the expenses incurred by the municipality, if, after a full inquiry, the county judge exonerates Mayor Ellis, and decides that Mr. Black was not justified in asking for the investigation. (Sgd.) Latchford, McDougall & Daly."

In this communication I agreed to pay all costs of the investigation should my charges be found to be untruthful. When the matter came to Council the Council refused to act, the Mayor spoke against it, but was driven to make some move, and after some consideration selected as the safest thing for him to do was to take proceedings against me for libel. This he knew was the least satisfactory way for me and the most satisfactory for him to have the matter investigated. However, I agreed to accept any course that would bring the facts out under oath.

The extracts from Judge Teetzel which I have given will convey to the public who may have never before seen them some idea of the severity of the lecture that was delivered to Mayor Ellis by that learned and impartial judge during this libel suit. Mayor Ellis was represented by able counsel and had the valuable assistance of such gentlemen as Ex-Alderman Grant, Ex-Alderman Culbert and Alderman W. E. Brown, and others who hovered around the Court House during the trial. One of the jurors was severely reprimanded by the judge for discussing the question with Alderman W. E. Brown, and the judge offered to dismiss this juror, and had we been less generous he would have been dismissed from the jury and Mayor Ellis could not have secured a verdict without him, and before the court adjourned the judge had ordered the constable in charge of the court house to bring Ex-Alderman Grant into his presence to be dealt with for misconduct. These circumstances and the following affidavit will, I think, furnish the fair-minded public with some idea of what was taking place during the progress of the trial so far as the jury was concerned.

Re Ellis vs Black.

I, Edward Cunningham, of the Township of Gloucester, in the County of Carleton, Yeoman, make oath and say:—

(1) That I was of the panel of petit jurors for the sittings of the High Court of Justice which opened at the City of Ottawa, in the said County of Carleton, on the 5th day of April, 1906.

(2) That I was duly sworn as a juror in this action, which was called for trial at the said sittings on the 11th day of April, 1906.

(3) That I know Wilson, the Caretaker of the Court House at Ottawa, and while he did not speak to me I saw him fre-

quently talking with members of the jury panel between the court house steps and Nicholas Street during the said sittings and with members of the jury in this case after the said jury were sworn in. I also saw Wilson in the bar of the old Albion Hotel, opposite the court house, at noon on the second day of the trial when John Brownlee, another juror in this case, and I were in there.

(4) On the evening of the second day of the trial of this action, that is to say on Thursday evening, the 12th day of April, I was proceeding south along Nicholas Street, when a man stepped up to me and walking beside me proceeded to talk about the evidence which Mayor Ellis had just given in the witness box.

(5) This man was about 50 or 60 years of age, light complexion, with a clipped pointed grey beard and clipped mustache. He was well dressed, and wore a light overcoat grey in color. I did not and do not know his name, and to my knowledge I never saw him previously.

(6) He began to praise the plaintiff's cleverness in the witness box. I told him that I was on the jury and that we were forbidden to discuss the case. This had no effect on the man who continued to walk with me. He said that Ellis had done a great deal for the people of Ottawa in keeping down the electric rate from 52 to 36. He kept on talking and accompanied me west from Nicholas Street across Laurier Bridge to the steps on the south side of the street where I turned away from him and went down the steps. When I was leaving him he said : "It was all spite work on Black's part, because Ellis would not resign and let Black be Mayor!"

(7) I thought little of the matter at the time but its significance appeared next day when the Judge questioned Jurymen Smith as to his interviews with Alderman Brown.

(8) The said Jurymen Smith during the trial, and before the jury retired to consider their verdict spoke to the jury frequently in favor of the plaintiff. We were accustomed to meet in front of the court house before resuming and Smith was generally present when I came along.

(Sgd.) EDW. CUNNINGHAM.

Sworn before me at the City of
Ottawa, in the County of Carleton
this 5th day of May, A.D., 1906

(Sgd.) H. B. MCGIVERIN.

A Commissioner, etc.

But despite the evidence, despite the judge's decision, the jury brought in a verdict against me of \$1,000 damages. However, we were able to prove the charges I made against the Mayor

to be absolutely true, and this was the chief point that concerned me. The judge commended me in the following language, stating that I was the only one who had made any attempt to protect the city's rights;

"We find that during his (Mayor Ellis') absence Mr. Black is taking steps to see that the \$3,000 worth of supplies was set apart and taken over."

Fearing the Mayor's action might disappear as did his similar case against Ex-Mayor Morris, and knowing that in general a jury trial and verdict were most unsatisfactory, I felt that I had to take another action to vindicate myself and protect the city against the payment of that \$3,000. However, Judge Teetzel enlarged the case contrary to the Mayor's wishes and decided that every phase should be investigated, and the judge's verdict on all points was in my favor.

This shows what the verdict would have been had the case been investigated by a judge, instead of a jury, and explains Mayor Ellis' objection to having the County Judge investigate the matter.

But the City Council are to be condemned for not accepting my proposition to investigate the charges by a County judge as provided by statute in such cases and they are responsible for any costs brought upon the city in connection with the second suit.

Both judges condemn the Mayor and compliment me and yet the *Evening Journal* continues to abuse and persecute me. So complete and thorough has been the misrepresentation by the *Evening Journal* that I have only to remind readers that the *Journal* so published the news of my action as to create the impression that my charges against the Mayor had fallen through, and that my action was dismissed, but a perusal of Judge Anglin's verdict shows how false their statement is.

My action did not ask for the annulment of the purchase of the Consumers plant by the city, as the *Evening Journal* has falsely stated again and again, but it merely asked that the illegally altered agreement be declared null and void and that it be replaced by a correct and proper agreement executed as it passed the council.

The judge further compliments me on my action and makes the city pay my costs, GIVING THE CITY, HOWEVER, THE RIGHT TO COLLECT ITS COSTS FROM MAYOR ELLIS IF IT DESIRES TO DO SO. Now this decision was the completion and final vindication of all that I had said and done. I had prevented the city from having to pay \$3,000 to the Consumers Company, which the

Mayor, in his letter to the auditor, said would have to be paid and does any one doubt that my discovery and exposure prevented the city paying a second time for goods that had already been paid for once. I had had declared illegal the alteration, which all along the Mayor said he had been authorized to make. and yet the *Evening Journal* continues to abuse and persecute me and to endeavor to create the impression in the minds of the citizens of Ottawa that the serious charges I made against the Mayor had been shown to have been groundless. The verdict of the jury and \$1,000 damages against me has, however, to be dealt with yet. Notwithstanding all that has been ruled and all that has been proved, the jury's verdict still exists, although one member of that jury has been found guilty of discussing the matter contrary to his oath with outside, interested parties. A second jurymen was followed and urged to find in favor of the Mayor as proven in the affidavits of Jurymen Cunningham. One other member of that jury could not understand English and the whole trial was carried on in English and at least several others admit having been approached and spoken to on the Mayor's behalf, or having made up their mind before the trial commenced. I submit to fair minded readers that this is hardly the kind of jury to render a just or competent verdict.

But to secure a reversal of that decision with our laws it is practically necessary for me to show that the jury was criminally interfered with. This, as readers will understand, is almost an impossible thing to do even with such conditions as those which I have shown under affidavit to have existed.

I have appealed the case, and I have reasons to believe that when the matter finally reaches a full court of judges, the verdict will be reversed and will be made in accordance with the evidence and facts in both cases. In the meantime, however, I am compelled to spend time and money in a law suit made necessary by my efforts to protect the people of Ottawa. I might have remained silent and instead of having the misrepresentation and persecution of the *Evening Journal* I would be receiving its plaudits. Mayor Ellis' alteration of a city by-law was, I believe, the first occasion when the chief magistrate of the Capital has been found guilty of tampering with the enactments of the city council, and his exposure will, I think, for all time, deter any one from attempting such an improper thing in the future. If this be true I shall be to some extent, rewarded for my trouble, annoyance and expense I have had in connection with my efforts to protect the people of Ottawa.

These facts are placed before the public in this form because I have been unable to get them before the public through either the *Journal* or the *Citizen*, and I am fully aware that a very large number of our citizens receive their news and information

regarding civic matters through these two sources, and very naturally form their opinions in accordance with what they are given to understand, are the facts by these two papers.

The extracts from the *Evening Journal*, which I have given and the court denials of these statements are to show how unfair and misleading *Journal* reports have been.

After ten years of service in the City Hall I have found that the one thing that ought to concern a public man is to discharge his sworn duty honestly and fully, and that the public, when they know this, will appreciate and reward him.

I have endeavored in these pages to place the facts as clearly and briefly as possible before a fair-minded public, and where ever it has been possible, I have used the language of the courts to prove my points rather than my own words. I have at all events shown that the treatment I have received from some of the city newspapers, ~~was~~ not in keeping with the facts or with my service in this and other civic matters.

I committed no wrong. I simply exposed one. Judge Teetzel has stated that that wrong act of the Mayor was the cause of all the trouble and expense that has followed. Still, because I did my duty and told the people of Ottawa what the Mayor had done in *secret*, the *Evening Journal* and Mayor Ellis' friends are abusing me and attempting to put some blame upon me.

By misrepresentation they have succeeded in injuring me, but they have not been able to so much as even charge me with one improper act. Judge Teetzel said I was the only one to take steps to protect the city from Mayor Ellis' illegal acts and Judge Anglin says I acted in "Good Faith" and in the city's interest throughout. Why, then, am I subjected to abuse and misrepresentation?

W. G. BLACK.

Ottawa, Dec. 11, 1906.

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